

Name of Offeror or Contractor

ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
1001	<p>First Ordering Year</p> <p>NOUN: HYDRAULIC EXCAVATOR, TYPE I</p> <p>In accordance with (IAW) the item description cited in Section C.1.1.</p> <p>NSN: To be assigned prior to shipment</p> <p>INSPECTION/ACCEPTANCE: ORIGIN</p> <p>FOB POINT: ORIGIN</p> <p>QUANTITY VARIANCE: NONE</p> <p>F.E.T. is not applicable.</p> <p>Registration Numbers will be provided by the Government.</p> <p>Estimated Quantity: 29 30 each</p> <p>The estimated quantity is for evaluation purposes.</p> <p>PRESERVATION, PACKAGING AND MARKING :</p> <p>Packaging levels will be assigned by the Government when the vehicles are funded by delivery order. The price for preservation and packaging IAW the contractor's standard commercial practice IAW PD 3805-2204 and Sections D.1 and D.2 is included in the vehicle unit price. The amount of unit price adjustment necessary for standard commercial export packaging IAW Sections D.1 and D.3 is:</p> <p>OCONUS packaging differential \$ _____</p> <p>PAINT, TOP COAT COLOR:</p> <p>The price for top coat color of the vehicles either 34094 green 383 or 33446 tan 686, is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.</p> <p>MAXIMUM LOADING CHARGES are included in the unit price of the end items.</p>				
1001AA	<p>Hydraulic Excavator, Type I, First Article Test (FAT) Vehicle</p> <p>IAW the item description for CLIN 1001 except for the following:</p> <p>FOB: Destination</p> <p>Shipping destinations are provided in Section E.5.a</p> <p>The price of contractor support of Government FAT IAW Section E.6 in the amount of \$ _____ is included in the vehicle price for the one FAT excavator.</p> <p>*Page changed by Amendment 0002</p>	1	EA	\$ _____	\$ _____

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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
1001AB	Hydraulic Excavator, Type I, Production Vehicles IAW the item description for CLIN 1001. SUBCLINS 1001AA and 1001AB covers an estimated quantity for the first ordering year.	29 28	EA	\$ _____	\$ _____ *
1001AC	Arctic/Cold Weather Starting Kit - Installed On Vehicle (Provided IAW Para 3.12 of the PD)	10	EA	\$ _____	\$ _____
1001AD	INITIAL SUPPORT KIT, TYPE I One Initial Support Kit shall be overpacked with each Production Hydraulic Excavator. See Section C.12, INITIAL SUPPORT KIT. Identified below are the filters, service parts, and all other parts and components that are included in the kit. Quantity includes 1 kit for fielding with refurbished FAT vehicle. INSP/ACCP/FOB: Origin INITIAL SUPPORT KIT QUANTITY NAME PART NUMBER	30 29	KT	\$ _____	\$ _____ *
1001AE	UNIQUE TOOLS, TYPE I IAW Section C.13 and Exhibit G, Unique Tool List. INSP/ACCP/FOB: Origin	8	LO	\$ _____	\$ _____
1001AF	New Equipment Training Operator & Unit Maintenance IAW Section C.17	6	CLS	\$ _____	\$ _____
1001AG	New Equipment Training Direct & General Support Maintenance IAW Section C.17	6	CLS	\$ _____	\$ _____
1001AH	DATA ITEMS				
A001	SAFETY AND HEALTH HAZARD ASSESSMENT REPORT Types I, II, and III IAW Section C.11. INSP/ACCP: Destination *Page changed by Amendment 0002	1	LO	XXXXXXXXXXXXXXXXXXXXX	\$ _____

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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
A002	TRANSPORTABILITY REPORT IAW Section C.9. This consolidated report shall include information on Types I, II and III. INSP/ACCP: Destination	1	LO	XXXXXXXXXXXXXXXXXXXXX	\$ _____
A003	COMMERCIAL MANUALS AND SUPPLEMENTATION, TYPE I IAW Section C.7 INSP/ACCP: Destination	1	LO	XXXXXXXXXXXXXXXXXXXXX	\$ _____
A004	ELECTRONIC TECHNICAL MANUALS, TYPE I IAW Section C.7 INSP/ACCP: Destination	1	LO	XXXXXXXXXXXXXXXXXXXXX	\$ _____
A005	ARMY OIL ANALYSIS PROGRAM, Types I/II/III IAW Section C.6 INSP/ACCP: Destination	1	LO	XXXXXXXXXXXXXXXXXXXXX	\$ _____
A006	CONTRACTOR FAT REPORT, TYPES I/II/III Includes the price for Contractor Conducted Testing and submission of test report IAW Section E.4. INSP/ACCP: Destination	1	LO	XXXXXXXXXXXXXXXXXXXXX	\$ _____
A007	CAMOUFLAGE LINE ART DRAWING, TYPES I/II/III IAW C.19	1	LO	XXXXXXXXXXXXXXXXXXXXX	\$ _____
A008	DVD Proposal IAW C.4.	1	LO	NSP	NSP *
A009	Training Course Control Document/Training Materials Types I/II/III IAW Section C.17 INSP/ACCP: Destination	1	LO	NSP	NSP
A010	Course Material Format/Media & Deliveries/Exportable Training Materials Types I/II/III IAW Section C.17 INSP/ACCP: Destination	1	LO	NSP	NSP
1002	NOUN: HYDRAULIC EXCAVATOR, TYPE II In accordance with (IAW) the item description cited in Section C.1.1. NSN: To be assigned prior to shipment INSPECTION/ACCEPTANCE: ORIGIN FOB POINT: ORIGIN QUANTITY VARIANCE: NONE				
*Page changed by Amendment 0002					

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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	F.E.T. is not applicable.				**
	Registration Numbers will be provided by the Government. Estimated Quantity: 3 4 each The estimated quantity is for evaluation purposes.				** *
	PRESERVATION, PACKAGING AND MARKING : Packaging levels will be assigned by the Government when the vehicles are funded by delivery order. The price for preservation and packaging IAW the contractor's standard commercial practice IAW PD 3805-2204 and Sections D.1 and D.2 is included in the vehicle unit price. The amount of unit price adjustment necessary for standard commercial export packaging IAW Sections D.1 and D.3 is: OCONUS packaging differential \$ _____				
	PAINT, TOP COAT COLOR: The price for top coat color of the vehicles either 34094 green 383 or 33446 tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	MAXIMUM LOADING CHARGES are included in the unit price of the end items.				* *
1002AA	Hydraulic Excavator, Type II, FAT Vehicle IAW the item description for CLIN 1002 except for the following: FOB: Destination Shipping destinations are provided in Section E.5a. The price of contractor support of Government FAT IAW Section E.6 in the amount of \$ _____ is included in the vehicle price for the one FAT excavator.	1	EA	\$ _____	\$ _____
1002AB	Hydraulic Excavator, Type II, Production Vehicles IAW the item description for CLIN 1002. SUBCLINS 1002AA and 1002AB covers an estimated quantity for the first ordering year.	3 2	EA	\$ _____	\$ _____ *
1002AC	Arctic/Cold Weather Starting Kit - Installed On Vehicle (Provided IAW Para 3.12 of the PD)	3	EA	\$ _____	\$ _____
1002AD	INITIAL SUPPORT KIT, TYPE II One Initial Support Kit shall be overpacked with	4 3	KT	\$ _____	\$ _____ *
*Page changed by Amendment 0002 **Moved to this page by Amendment 0002					

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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	each Production Hydraulic Excavator. See Section C.12, INITIAL SUPPORT KIT. Identified below are the filters, service parts, and all other parts and components that are included in the kit. Quantity includes 1 kit for fielding of refurbished FAT vehicle. INSP/ACCP/FOB: Origin				** ** ** **
	INITAL SUPPORT KIT				
	QUANTITY NAME PART NUMBER				
1002AE	UNIQUE TOOLS , TYPE II IAW Section C.13 and Exhibit H, Unique Tool List. INSP/ACCP/FOB: Origin	3	LO	\$ _____	\$ _____
1002AF	DATA ITEMS				
B001	COMMERCIAL MANUALS AND SUPPLEMENTATION, TYPE II IAW Section C.7 INSP/ACCP: Destination	1	LO	XXXXXXXXXXXXXXXXXXXX	\$ _____
B002	ELECTRONIC TECHNICAL MANUALS, TYPE II IAW Section C.7 INSP/ACCP: Destination	1	LO	XXXXXXXXXXXXXXXXXXXX	\$ _____
1003	NOUN: HYDRAULIC EXCAVATOR, TYPE III In accordance with (IAW) the item description cited in Section C.1.1. MSN: To be assigned prior to shipment INSPECTION/ACCEPTANCE: ORIGIN FOB POINT: ORIGIN QUANTITY VARIANCE: NONE F.E.T. is not applicable. Registration Numbers will be provided by the Government. Estimated Quantity: 4 5 each The estimated quantity is for evaluation purposes. PRESERVATION, PACKAGING AND MARKING : Packaging levels will be assigned by the Government when the vehicles are funded by delivery order. The				
	*Page changed by Amendment 0002 **Moved to this page by Amendment 0002				

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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	price for preservation and packaging IAW the contractor's standard commercial practice IAW PD 3805-2204 and Sections D.1 and D.2 of the solicitation shall be included in the vehicle unit price. The amount of unit price adjustment necessary for standard commercial export packaging IAW Sections D.1 and D.3 is: OCONUS packaging differential \$ _____				
	PAINT, TOP COAT COLOR: The price for top coat color of the vehicles either 34094 green 383 or 33446 tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	MAXIMUM LOADING CHARGES are included in the unit price of the end items.				* *
1003AA	Hydraulic Excavator, Type III, FAT Vehicle IAW the item description for CLIN 1003 except for the following: FOB: Destination Shipping destinations are provided in Section E.5.a. The price of contractor support of Government FAT IAW Section E.6 in the amount of \$ _____ is included in the vehicle price for the one FAT excavator.	1	EA	\$ _____	\$ _____
1003AB	Hydraulic Excavator, Type III, Production Vehicles IAW the item description for CLIN 1003. SUBCLINS 1003AA and 1003AB covers an estimated quantity for the first ordering year.	4 3	EA	\$ _____	\$ _____ *
1003AC	Arctic/Cold Weather Starting Kit - Installed On Vehicle (Provided IAW Para 3.12 of the PD)	2	EA	\$ _____	\$ _____
1003AD	INITIAL SUPPORT KIT, TYPE III One Initial Support Kit shall be overpacked with each Production Hydraulic Excavator. See Section C.12, INITIAL SUPPORT KIT. Identified below are the filters, service parts, and all other parts and components that are included in the kit. Quantity includes 1 kit for fielding of refurbished FAT vehicles. INSP/ACCP/FOB: Origin INITIAL SUPPORT KIT QUANTITY NAME PART NUMBER	5 4	KT	\$ _____	\$ _____ *
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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
1003AE	UNIQUE TOOLS , TYPE III IAW Section C.13 and Exhibit J, Unique Tool List. INSP/ACCP/FOB: Origin	3	LO	\$ _____	\$ _____
1003AF	DATA ITEMS				
C001	COMMERCIAL MANUALS AND SUPPLEMENTATION, TYPE III IAW Section C.7 INSP/ACCP: Destination	1	LO	XXXXXXXXXXXXXXXXXXXXX	\$ _____
C002	ELECTRONIC TECHNICAL MANUALS, TYPE III IAW Section C.7 INSP/ACCP: Destination	1	LO	XXXXXXXXXXXXXXXXXXXXX	\$ _____

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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
2001	<p>Second Ordering Year</p> <p>NOUN: HYDRAULIC EXCAVATOR, TYPE I In accordance with (IAW) the item description cited in Section C.1.1.</p> <p>NSN: To be assigned prior to shipment</p> <p>INSPECTION/ACCEPTANCE: ORIGIN FOB POINT: ORIGIN QUANTITY VARIANCE: NONE F.E.T. is not applicable. Registration Numbers will be provided by the Government.</p> <p>Estimated Quantity: 19 each The estimated quantity is for evaluation purposes.</p> <p>PRESERVATION, PACKAGING AND MARKING : Packaging levels will be assigned by the Government when the vehicles are funded by delivery order. The price for preservation and packaging IAW the contractor's standard commercial practice IAW PD 3805-2204 and Sections D.1 and D.2 of the solicitation shall be included in the vehicle unit price. The amount of unit price adjustment necessary for standard commercial export packaging IAW Sections D.1 and D.3 is: OCONUS packaging differential \$ _____</p> <p>PAINT, TOP COAT COLOR: The price for top coat color of the vehicles in either 34094 green 383 or 33446 tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.</p> <p>MAXIMUM LOADING CHARGES are included in the unit price of the end items.</p>				
2001AA	Hydraulic Excavator, Type I, Production Vehicles IAW the item description for CLIN 2001.	19	EA	\$ _____	\$ _____
2001AB	Arctic/Cold Weather Starting Kit - Installed On Vehicle (Provided IAW Para 3.12 of the PD)	3	EA	\$ _____	\$ _____
2001AC	INITIAL SUPPORT KIT , TYPE I One Initial Support Kit shall be overpacked with each Production Hydraulic Excavator. See Section C.12, INITIAL SUPPORT KIT. Identified below are the filters,	19	KT	\$ _____	\$ _____
*Page changed by Amendment 0002					

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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	service parts, and all other parts and components that are included in the kit. INSP/ACCP/FOB: Origin				** ** **
	INITIAL SUPPORT KIT				
	QUANTITY NAME PART NUMBER				
2001AD	UNIQUE TOOLS, TYPE I IAW Section C.13 and Exhibit G, Unique Tool List INSP/ACCP/FOB: Origin	6	LO	\$ _____	\$ _____
2001AE	New Equipment Training Operator & Unit Maintenance IAW Section C.17	6	CLS	\$ _____	\$ _____
2001AF	New Equipment Training Direct & General Support Maintenance IAW Section C.17	6	CLS	\$ _____	\$ _____
2001AG	CONTRACTOR STORAGE OF PRODUCTION VEHICLES IAW Section C.16 The one-time charge for entering and removing each vehicle from storage IAW Section C.16 is: ONE TIME CHARGE \$ _____ The price for storage of one vehicle for a 30 day period is: 30 DAY STORAGE CHARGE \$ _____ INSP/ACCP: Destination				
2001AH	CONTRACTOR TECHNICAL ASSISTANCE, Second Year Technical assistance IAW the requirements of Section C.14, CONTRACTOR TECHNICAL ASSISTANCE. The prices for technical assistance performed within the Continental United States (CONUS) and Outside the Continental United States (OCONUS) includes the price of the Technical Assistance Report. INSP/ACCP: Destination CONUS locations: 30 Work Days OCONUS locations: 10 Work Days **Moved to this page by Amendment 0002	30 10	WD WD	\$ _____ \$ _____	\$ _____ \$ _____

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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
2001AJ	VEHICLE HAND OFF IAW Section C.8 Includes all first and second year Type I/II/III vehicles INSP/ACCP: Destination	62	EA	\$ _____	\$ _____
2002	NOUN: HYDRAULIC EXCAVATOR, TYPE II In accordance with (IAW) the item description cited in Section C.1.1. NSN: To be assigned prior to shipment INSPECTION/ACCEPTANCE: ORIGIN FOB POINT: ORIGIN QUANTITY VARIANCE: NONE F.E.T. is not applicable. Registration Numbers will be provided by the Government. Estimated Quantity: 4 Each The estimated quantity is for evaluation purposes. PRESERVATION, PACKAGING AND MARKING : Packaging levels will be assigned by the Government when the vehicles are funded by delivery order. The price for preservation and packaging IAW the contractor's standard commercial practice IAW PD 3805-2204 and Sections D.1 and D.2 of the solicitation shall be included in the vehicle unit price. The amount of unit price adjustment necessary for standard commercial export packaging IAW Sections D.1 and D.3 is: OCONUS packaging differential \$ _____ PAINT, TOP COAT COLOR: The price for top coat color of the vehicles in either 34094 green 383 or 33446 tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. MAXIMUM LOADING CHARGES are included in the unit price of the end items.				
2002AA	Hydraulic Excavator, Type II, Production Vehicles IAW the item description for CLIN 2002.	4	EA	\$ _____	\$ _____
2002AB	Arctic/Cold Weather Starting Kit - Installed On Vehicle (Provided IAW Para 3.12 of the PD)	1	EA	\$ _____	\$ _____
2002AC	INITIAL SUPPORT KIT TYPE II One Initial Support Kit shall be overpacked with each Production Hydraulic Excavator. See Section C.12, changed by Amendment 0002	4	KT	\$ _____	\$ _____

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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	INITIAL SUPPORT KIT. Identified are the filters, service parts, and all other parts and components that are included in the kit. INSP/ACCP: Origin				**
	INITIAL SUPPORT KIT QUANTITY NAME PART NUMBER				
2002AD	UNIQUE TOOLS , TYPE II IAW Section C.13 and Exhibit H, Unique Tool List. INSP/ACCP/FOB: Origin	4	LO	\$	\$
2003	NOUN: HYDRAULIC EXCAVATOR, TYPE III In accordance with (IAW) the item description cited in Section C.1.1. NSN: To be assigned prior to shipment INSPECTION/ACCEPTANCE: ORIGIN FOB POINT: ORIGIN QUANTITY VARIANCE: NONE F.E.T. is not applicable. Registration Numbers will be provided by the Government. Estimated Quantity: 3 Each The estimated quantity is for evaluation purposes. PRESERVATION, PACKAGING AND MARKING : Packaging levels will be assigned by the Government when the vehicles are funded by delivery order. The price for preservation and packaging IAW the contractor's standard commercial practice IAW PD 3805-2204 and Sections D.1 and D.2 of the solicitation shall be included in the vehicle unit price. The amount of unit price adjustment necessary for standard commercial export packaging IAW Sections D.1 and D.3 is: OCONUS packaging differential \$ PAINT, TOP COAT COLOR: The price for top coat color of the vehicles in either 34094 green 383 or 33446 tan 686 is included in the				
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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	MAXIMUM LOADING CHARGES are included in the unit price of the end items.				* *
2003AA	Hydraulic Excavator, Type III, Production Vehicles IAW the item description for CLIN 2003.	3	EA	\$ _____	\$ _____
2003AB	Arctic/Cold Weather Starting Kit - Installed On Vehicle (Provided IAW Para 3.12 of the PD)	2	EA	\$ _____	\$ _____
2003AC	INITIAL SUPPORT KIT TYPE III One Initial Support Kit shall be overpacked with each Production Hydraulic Excavator. See Section C.12, INITIAL SUPPORT KIT. Identified are the filters, service parts, and all other parts and components that are included in the kit. INSP/ACCP: Origin INITIAL SUPPORT KIT QUANTITY NAME PART NUMBER	3	KT	\$ _____	\$ _____
2003AD	UNIQUE TOOLS , TYPE III IAW Section C.13 and Exhibit J, Unique Tool List. INSP/ACCP/FOB: Origin	4	LO	\$ _____	\$ _____
*Page changed by Amendment 0002					

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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
3001	<p>Third Ordering Year</p> <p>NOUN: HYDRAULIC EXCAVATOR, TYPE I</p> <p>In accordance with (IAW) the item description cited in Section C.1.1.</p> <p>NSN: To be assigned prior to shipment</p> <p>INSPECTION/ACCEPTANCE: ORIGIN</p> <p>FOB POINT: ORIGIN</p> <p>QUANTITY VARIANCE: NONE</p> <p>F.E.T. is not applicable.</p> <p>Registration Numbers will be provided by the Government.</p> <p>Estimated Quantity: 13 each</p> <p>The estimated quantity is for evaluation purposes.</p> <p>PRESERVATION, PACKAGING AND MARKING :</p> <p>Packaging levels will be assigned by the Government when the vehicles are funded by delivery order. The price for preservation and packaging IAW the contractor's standard commercial practice IAW PD 3805-2204 and Clauses D.1 and D.2 of the solicitation shall be included in the vehicle unit price. The amount of unit price adjustment necessary for standard commercial export packaging IAW Clauses D.1 and D.3 is:</p> <p>OCONUS packaging differential \$ _____</p> <p>PAINT, TOP COAT COLOR:</p> <p>The price for top coat color of the vehicles in either 34094 green 383 or 33446 tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.</p> <p>MAXIMUM LOADING CHARGES are included in the unit price of the end items.</p>				
3001AA	Hydraulic Excavator, Type I, Production Vehicles IAW the item description for CLIN 3001.	13	EA	\$ _____	\$ _____
3001AB	Arctic/Cold Weather Starting Kit - Installed On Vehicle (Provided IAW Para 3.12 of the PD)	5	EA	\$ _____	\$ _____
3001AC	INITIAL SUPPORT KIT, TYPE I	13	KT	\$ _____	\$ _____
	One Initial Support Kit shall be overpacked with each Production Hydraulic Excavator. See Clause C.12, INITIAL SUPPORT KIT. Identified below are the filters,				
	*Page changed by Amendment 0002				

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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	service parts, and all other parts and components that are included in the kit. INSP/ACCP/FOB: Origin				** ** **
	INITAL SUPPORT KIT				
	QUANTITY NAME PART NUMBER				
3001AD	UNIQUE TOOLS , TYPE I IAW Clause C.13 and Exhibit G, Unique Tool List. INSP/ACCP/FOB: Origin	5	LO	\$ _____	\$ _____
3001AE	New Equipment Training Operator & Unit Maintenance IAW Section C.17	6	CLS	\$ _____	\$ _____
3001AF	New Equipment Training Direct & General Support Maintenance IAW Section C.17	6	CLS	\$ _____	\$ _____
3001AG	CONTRACTOR TECHNICAL ASSISTANCE, Third Year Technical assistance IAW the requirements of Clause C.14, CONTRACTOR TECHNICAL ASSISTANCE. The prices for technical performed within the Continental United States (CONUS) and Outside the Continental United States (OCONUS). Assistance includes the price of the Technical Assistance Report. INSP/ACCP: Destination CONUS locations: 30 Work Days OCONUS locations: 10 Work Days	30 10	WD WD	\$ _____ \$ _____	\$ _____ \$ _____
3001AH	VEHICLE HAND OFF IAW Section C.8 Includes all third year Type I/II/III vehicles	19	EA	\$ _____	\$ _____
3002	NOUN: HYDRAULIC EXCAVATOR, TYPE II In accordance with (IAW) the item description cited in Section C.1.1 of this solicitation. NSN: To be assigned prior to shipment INSPECTION/ACCEPTANCE: ORIGIN				
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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: ORIGIN QUANTITY VARIANCE: NONE F.E.T. is not applicable. Registration Numbers will be provided by the Government.				**
	Estimated Quantity: 3 each The estimated quantity is for evaluation purposes.				**
	PRESERVATION, PACKAGING AND MARKING : Packaging levels will be assigned by the Government when the vehicles are funded by delivery order. The price for preservation and packaging IAW the contractor's standard commercial practice IAW PD 3805-2204 and Clauses D.1 and D.2 of the solicitation shall be included in the vehicle unit price. The amount of unit price adjustment necessary for standard commercial export packaging IAW Clauses D.1 and D.3 is: OCONUS packaging differential \$_____				
	PAINT, TOP COAT COLOR: The price for top coat color of the vehicles in either 34094 green 383 or 33446 tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	MAXIMUM LOADING CHARGES are included in the unit price of the end items.				* *
002AA	Hydraulic Excavator, Type II, Production Vehicles IAW the item description for CLIN 3002.	3	EA	\$ _____	\$ _____
002AB	Arctic/Cold Weather Starting Kit - Installed On Vehicle (Provided IAW Para 3.12 of the PD)	1	EA	\$ _____	\$ _____
002AC	INITIAL SUPPORT KIT , TYPE II One Initial Support Kit shall be overpacked with each Production Hydraulic Excavator. See Clause C.12, INITIAL SUPPORT KIT. Identified below are the filters, service parts, and all other parts and components that are included in the kit. INSP/ACCP/FOB: Origin	3	KT	\$ _____	\$ _____
	INITAL SUPPORT KIT				
	QUANTITY NAME PART NUMBER				

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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
3002AD	UNIQUE TOOLS, TYPE II IAW Clause C.13 and Exhibit H, Unique Tool List. INSP/ACCP/FOB: Origin	3	LO	\$	\$
3003	NOUN: HYDRAULIC EXCAVATOR, TYPE III In accordance with (IAW) the item description cited in Section C.1.1 of this solicitation. NSN: To be assigned prior to shipment INSPECTION/ACCEPTANCE: ORIGIN FOB POINT: ORIGIN QUANTITY VARIANCE: NONE F.E.T. is not applicable. Registration Numbers will be provided by the Government. Estimated Quantity: 3 each The estimated quantity is for evaluation purposes. PRESERVATION, PACKAGING AND MARKING : Packaging levels will be assigned by the Government when the vehicles are funded by delivery order. The price for preservation and packaging IAW the contractor's standard commercial practice IAW PD 3805-2204 and Clauses D.1 and D.2 of the solicitation shall be included in the vehicle unit price. The amount of unit price adjustment necessary for standard commercial export packaging IAW Clauses D.1 and D.3 is: OCONUS packaging differential \$ PAINT, TOP COAT COLOR: The price for top coat color of the vehicles in either 34094 green 383 or 33446 tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. MAXIMUM LOADING CHARGES are included in the unit price of the end items.				
3003AA	Hydraulic Excavator, Type III, Production Vehicles IAW the item description for CLIN 3003.	3	EA	\$	\$
3003AB	Arctic/Cold Weather Starting Kit - Installed On Vehicle (Provided IAW Para 3.12 of the PD)	1	EA	\$	\$
*Page	changed by Amendment 0002				

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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT			
3003AC	<p>INITIAL SUPPORT KIT , TYPE III</p> <p>One Initial Support Kit shall be overpacked with each Production Hydraulic Excavator. See Clause C.12, INITIAL SUPPORT KIT. Identified below are the filters, service parts, and all other parts and components that are included in the kit.</p> <p>INSP/ACCP/FOB: Origin</p> <p>INITAL SUPPORT KIT</p> <table><tr><td>QUANTITY</td><td>NAME</td><td>PART NUMBER</td></tr></table>	QUANTITY	NAME	PART NUMBER	3	KT	\$ _____	\$ _____
QUANTITY	NAME	PART NUMBER						
3003AD	<p>UNIQUE TOOLS, TYPE III</p> <p>IAW Clause C.13 and Exhibit J, Unique Tool List.</p> <p>INSP/ACCP/FOB: Origin</p>	3	LO	\$ _____	\$ _____			

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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
4001	<p>Fourth Ordering Year</p> <p>NOUN: HYDRAULIC EXCAVATOR, TYPE I</p> <p>In accordance with (IAW) the item description cited in Section C.1.1.</p> <p>NSN: To be assigned prior to shipment</p> <p>INSPECTION/ACCEPTANCE: ORIGIN</p> <p>FOB POINT: ORIGIN</p> <p>QUANTITY VARIANCE: NONE</p> <p>F.E.T. is not applicable.</p> <p>Registration Numbers will be provided by the Government.</p> <p>Estimated Quantity: 15 each</p> <p>The estimated quantity is for evaluation purposes.</p> <p>PRESERVATION, PACKAGING AND MARKING :</p> <p>Packaging levels will be assigned by the Government when the vehicles are funded by delivery order. The price for preservation and packaging IAW the contractor's standard commercial practice IAW PD 3805-2204 and Clauses D.1 and D.2 of the solicitation shall be included in the vehicle unit price. The amount of unit price adjustment necessary for standard commercial export packaging IAW Clauses D.1 and D.3 is:</p> <p>OCONUS packaging differential \$ _____</p> <p>PAINT, TOP COAT COLOR:</p> <p>The price for top coat color of the vehicles in either 34094 green 383 or 33446 tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.</p> <p>MAXIMUM LOADING CHARGES are included in the unit price of the end items.</p>				
4001AA	Hydraulic Excavator, Type I, Production Vehicles IAW the item description for CLIN 4001.	15	EA	\$ _____	\$ _____
4001AB	Arctic/Cold Weather Starting Kit - Installed On Vehicle (Provided IAW Para 3.12 of the PD)	4	EA	\$ _____	\$ _____
4001AC	<p>INITIAL SUPPORT KIT, TYPE I</p> <p>One Initial Support Kit shall be overpacked with each Production Hydraulic Excavator. See Clause C.12, INITIAL SUPPORT KIT. Identified below are the filters, service parts, and all other parts and components that are included in the kit.</p>	15	KT	\$ _____	\$ _____

*Page changed by Amendment 0002

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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	INSP/ACCP/FOB: Origin				**
	INITIAL SUPPORT KIT				
	QUANTITY NAME PART NUMBER				
4001AD	UNIQUE TOOLS , TYPE I IAW Clause C.13 and Exhibit G, Unique Tool List. INSP/ACCP/FOB: Origin	5	LO	\$ _____	\$ _____
4001AE	New Equipment Training Operator & Unit Maintenance IAW Section C.17	6	CLS	\$ _____	\$ _____
4001AF	New Equipment Training Direct & General Support Maintenance IAW Section C.17	6	CLS	\$ _____	\$ _____
4001AG	CONTRACTOR TECHNICAL ASSISTANCE, Fourth Year Technical assistance IAW the requirements of Clause C.14, CONTRACTOR TECHNICAL ASSISTANCE. The prices for technical performed within the Continental United States (CONUS) and Outside the Continental United States (OCONUS). Assistance includes the price of the Technical Assistance Report. INSP/ACCP: Destination CONUS locations: 30 Work Days OCONUS locations: 10 Work Days	30 10	WD WD	\$ _____ \$ _____	\$ _____ \$ _____
4001AH	VEHICLE HAND OFF IAW Section C.8 Includes all fourth year Type I/II/III vehicles	25	EA	\$ _____	\$ _____
4002	NOUN: HYDRAULIC EXCAVATOR, TYPE II In accordance with (IAW) the item description cited in Section C.1.1 of this solicitation. NSN: To be assigned prior to shipment INSPECTION/ACCEPTANCE: ORIGIN FOB POINT: ORIGIN QUANTITY VARIANCE: NONE F.E.T. is not applicable. Registration Numbers will be provided by the Government. **Moved to this page by Amendment 0002				

Name of Offeror or Contractor

ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT			
	<p>Estimated Quantity: 5 each The estimated quantity is for evaluation purposes.</p> <p>PRESERVATION, PACKAGING AND MARKING : Packaging levels will be assigned by the Government when the vehicles are funded by delivery order. The price for preservation and packaging IAW the contractor's standard commercial practice IAW PD 3805-2204 and Clauses D.1 and D.2 of the solicitation shall be included in the vehicle unit price. The amount of unit price adjustment necessary for standard commercial export packaging IAW Clauses D.1 and D.3 is: OCONUS packaging differential \$ _____</p> <p>PAINT, TOP COAT COLOR: The price for top coat color of the vehicles in either 34094 green 383 or 33446 tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.</p> <p>MAXIMUM LOADING CHARGES are included in the unit price of the end items.</p>							
4002AA	Hydraulic Excavator, Type II, Production Vehicles IAW the item description for CLIN 4002.	5	EA	\$ _____	\$ _____			
4002AB	Arctic/Cold Weather Starting Kit - Installed On Vehicle (Provided IAW Para 3.12 of the PD)	2	EA	\$ _____	\$ _____			
4002AC	<p>INITIAL SUPPORT KIT , TYPE II One Initial Support Kit shall be overpacked with each Production Hydraulic Excavator. See Clause C.12, INITIAL SUPPORT KIT. Identified below are the filters, service parts, and all other parts and components that are included in the kit. INSP/ACCP/FOB: Origin</p> <p>INITIAL SUPPORT KIT</p> <table><tr><td>QUANTITY</td><td>NAME</td><td>PART NUMBER</td></tr></table>	QUANTITY	NAME	PART NUMBER	5	KT	\$ _____	\$ _____
QUANTITY	NAME	PART NUMBER						
<div>*Page changed by Amendment 0002</div>								

ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
002AD	UNIQUE TOOLS, TYPE II IAW Clause C.13 and Exhibit H, Unique Tool List. INSP/ACCP/FOB: Origin	5	LO	\$ _____	\$ _____
003	NOUN: HYDRAULIC EXCAVATOR, TYPE III In accordance with (IAW) the item description cited in Section C.1.1 of this solicitation. NSN: To be assigned prior to shipment INSPECTION/ACCEPTANCE: ORIGIN FOB POINT: ORIGIN QUANTITY VARIANCE: NONE F.E.T. is not applicable. Registration Numbers will be provided by the Government. Estimated Quantity: 5 each The estimated quantity is for evaluation purposes. PRESERVATION, PACKAGING AND MARKING : Packaging levels will be assigned by the Government when the vehicles are funded by delivery order. The price for preservation and packaging IAW the contractor's standard commercial practice IAW PD 3805-2204 and Clauses D.1 and D.2 of the solicitation shall be included in the vehicle unit price. The amount of unit price adjustment necessary for standard commercial export packaging IAW Clauses D.1 and D.3 is: OCONUS packaging differential \$ _____ PAINT, TOP COAT COLOR: The price for top coat color of the vehicles in either 34094 green 383 or 33446 tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. MAXIMUM LOADING CHARGES are included in the unit price of the end items.				* *
003AA	Hydraulic Excavator, Type III, Production Vehicles IAW the item description for CLIN 4003.	5	EA	\$ _____	\$ _____
003AB	Arctic/Cold Weather Starting Kit - Installed On Vehicle (Provided IAW Para 3.12 of the PD)	2	EA	\$ _____	\$ _____

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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
4003AC	INITIAL SUPPORT KIT , TYPE III One Initial Support Kit shall be overpacked with each Production Hydraulic Excavator. See Clause C.12, INITIAL SUPPORT KIT. Identified below are the filters, service parts, and all other parts and components that are included in the kit. INSP/ACCP/FOB: Origin INITIAL SUPPORT KIT QUANTITY NAME PART NUMBER	5	KT	\$	\$ ** ** ** **
4003AD	UNIQUE TOOLS, TYPE III IAW Clause C.13 and Exhibit J, Unique Tool List. INSP/ACCP/FOB: Origin	5	LO	\$	\$
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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
5001	<p>Fifth Ordering Year</p> <p>NOUN: HYDRAULIC EXCAVATOR, TYPE I</p> <p>In accordance with (IAW) the item description cited in Section C.1.1.</p> <p>NSN: To be assigned prior to shipment</p> <p>INSPECTION/ACCEPTANCE: ORIGIN</p> <p>FOB POINT: ORIGIN</p> <p>QUANTITY VARIANCE: NONE</p> <p>F.E.T. is not applicable.</p> <p>Registration Numbers will be provided by the Government.</p> <p>Estimated Quantity: 25 24 each</p> <p>The estimated quantity is for evaluation purposes.</p> <p>PRESERVATION, PACKAGING AND MARKING :</p> <p>Packaging levels will be assigned by the Government when the vehicles are funded by delivery order. The price for preservation and packaging IAW the contractor's standard commercial practice IAW PD 3805-2204 and Clauses D.1 and D.2 of the solicitation shall be included in the vehicle unit price. The amount of unit price adjustment necessary for standard commercial export packaging IAW Clauses D.1 and D.3 is:</p> <p>OCONUS packaging differential \$ _____</p> <p>PAINT, TOP COAT COLOR:</p> <p>The price for top coat color of the vehicles in either 34094 green 383 or 33446 tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.</p> <p>MAXIMUM LOADING CHARGES are included in the unit price of the end items.</p>				*
5001AA	Hydraulic Excavator, Type I, Production Vehicles IAW the item description for CLIN 5001.	24 25	EA	\$ _____	\$ _____ *
5001AB	Arctic/Cold Weather Starting Kit - Installed On Vehicle (Provided IAW Para 3.12 of the PD)	6	EA	\$ _____	\$ _____
5001AC	<p>INITIAL SUPPORT KIT, TYPE I</p> <p>One Initial Support Kit shall be overpacked with each Production Hydraulic Excavator. See Clause C.12, INITIAL SUPPORT KIT. Identified below are the filters,</p>	24 25	KT	\$ _____	\$ _____ *
<p>*Page changed by Amendment 0002</p> <p>**Moved to this page by Amendment 0002</p>					

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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	service parts, and all other parts and components that are included in the kit. INSP/ACCP/FOB: Origin				** ** **
	INITAL SUPPORT KIT				
	QUANTITY NAME PART NUMBER				
5001AD	UNIQUE TOOLS , TYPE I IAW Clause C.13 and Exhibit G, Unique Tool List. INSP/ACCP/FOB: Origin	7	LO	\$ _____	\$ _____
5001AE	New Equipment Training Operator & Unit Maintenance IAW Section C.17	6	CLS	\$ _____	\$ _____
5001AF	New Equipment Training Direct & General Support Maintenance IAW Section C.17	6	CLS	\$ _____	\$ _____
5001AG	CONTRACTOR TECHNICAL ASSISTANCE, Fifth Year Technical assistance IAW the requirements of Clause C.14, CONTRACTOR TECHNCIAL ASSISTANCE. The prices for technical performed within the Continental United States (CONUS) and Outside the Continental United States (OCONUS). Assistance includes the price of the Technical Assistance Report. INSP/ACCP: Destination CONUS locations: 30 Work Days OCONUS locations: 10 Work Days	30 10	WD WD	\$ _____ \$ _____	\$ _____ \$ _____
5001AH	VEHICLE HAND OFF IAW Section C.8 Includes all fifth year Type I/II/III vehicles And FAT vehicles	29	EA	\$ _____	\$ _____
5002	NOUN: HYDRAULIC EXCAVATOR, TYPE II In accordance with (IAW) the item description cited in Section C.1.1 of this solicitation. NSN: To be assigned prior to shipment				
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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	<p>INSPECTION/ACCEPTANCE: ORIGIN</p> <p>FOB POINT: ORIGIN</p> <p>QUANTITY VARIANCE: NONE</p> <p>F.E.T. is not applicable.</p> <p>Registration Numbers will be provided by the Government.</p> <p>Estimated Quantity: 1 2 each</p> <p>The estimated quantity is for evaluation purposes.</p> <p>PRESERVATION, PACKAGING AND MARKING :</p> <p>Packaging levels will be assigned by the Government when the vehicles are funded by delivery order. The price for preservation and packaging IAW the contractor's standard commercial practice IAW PD 3805-2204 and Clauses D.1 and D.2 of the solicitation shall be included in the vehicle unit price. The amount of unit price adjustment necessary for standard commercial export packaging IAW Clauses D.1 and D.3 is:</p> <p>OCONUS packaging differential \$ _____</p> <p>PAINT, TOP COAT COLOR:</p> <p>The price for top coat color of the vehicles in either 34094 green 383 or 33446 tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.</p> <p>MAXIMUM LOADING CHARGES are included in the unit price of the end items.</p>				<p>**</p> <p>**</p> <p>**</p> <p>**</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p>
5002AA	Hydraulic Excavator, Type II, Production Vehicles IAW the item description for CLIN 5002.	1 2	EA	\$ _____	\$ _____ *
5002AB	Arctic/Cold Weather Starting Kit - Installed On Vehicle (Provided IAW Para 3.12 of the PD)	1	EA	\$ _____	\$ _____
5002AC	<p>INITIAL SUPPORT KIT , TYPE II</p> <p>One Initial Support Kit shall be overpacked with each Production Hydraulic Excavator. See Clause C.12, INITIAL SUPPORT KIT. Identified below are the filters, service parts, and all other parts and components that are included in the kit.</p> <p>INSP/ACCP/FOB: Origin</p>	1 2	KT	\$ _____	\$ _____ *
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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	INITAL SUPPORT KIT				**
	QUANTITY NAME PART NUMBER				**
5002AD	UNIQUE TOOLS, TYPE II IAW Clause C.13 and Exhibit H, Unique Tool List. NSP/ACCP/FOB: Origin	1 2	LO	\$	\$ *
5003	NOUN: HYDRAULIC EXCAVATOR, TYPE III In accordance with (IAW) the item description cited in Section C.1.1 of this solicitation. NSN: To be assigned prior to shipment INSPECTION/ACCEPTANCE: ORIGIN FOB POINT: ORIGIN QUANTITY VARIANCE: NONE F.E.T. is not applicable. Registration Numbers will be provided by the Government. Estimated Quantity: 1 2 each The estimated quantity is for evaluation purposes. PRESERVATION, PACKAGING AND MARKING : Packaging levels will be assigned by the Government when the vehicles are funded by delivery order. The price for preservation and packaging IAW the contractor's standard commercial practice IAW PD 3805-2204 and Clauses D.1 and D.2 of the solicitation shall be included in the vehicle unit price. The amount of unit price adjustment necessary for standard commercial export packaging IAW Clauses D.1 and D.3 is: OCONUS packaging differential \$				*
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ITEM	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	PAINT, TOP COAT COLOR: The price for top coat color of the vehicles in either 34094 green 383 or 33446 tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				** ** ** ** ** **
	MAXIMUM LOADING CHARGES are included in the unit price of the end items.				* ** * **
5003AA	Hydraulic Excavator, Type III, Production Vehicles IAW the item description for CLIN 5003.	1 2-	EA	\$ _____	\$ _____ * ** **
5003AB	Arctic/Cold Weather Starting Kit - Installed On Vehicle (Provided IAW Para 3.12 of the PD)	1	EA	\$ _____	\$ _____ ** **
5003AC	INITIAL SUPPORT KIT , TYPE III One Initial Support Kit shall be overpacked with each Production Hydraulic Excavator. See Clause C.12, INITIAL SUPPORT KIT. Identified below are the filters, service parts, and all other parts and components that are included in the kit. INSP/ACCP/FOB: Origin INITAL SUPPORT KIT QUANTITY NAME PART NUMBER	1 2	KT	\$ _____	\$ _____ *
5003AD	UNIQUE TOOLS, TYPE III IAW Clause C.13 and Exhibit J, Unique Tool List. INSP/ACCP/FOB: Origin	1 2	LO	\$ _____	\$ _____ *

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ADDENDUM TO SCHEDULE
SCOPE OF WORK

C.1 GENERAL REQUIREMENTS

C.1.1 Hardware

You shall deliver the three types of Hydraulic Excavators, your commercial models that are reflected in your commercial sales brochures and Technical Information Package (TIP), and which meet all the technical requirements of Purchase Description (PD) "Hydraulic Excavators, Crawler Mounted" PD No. 3805-2204 (30 Oct 97, Revision 1 29 Jan 98). Delivery Orders specify the quantities and delivery of each type of vehicle. *

a. Section E of this solicitation and Section 4 of the PD specify the First Article Test requirements.

b. Section B of each delivery order will specify vehicle type and their attachments as ~~which of the attachments~~, described in paragraphs 3.2.6, 3.2.6.1, and 3.2.6.2 of the PD, ~~are~~ as applicable. *

c. Section B of each delivery order will specify the color of the top coat of paint as described in paragraph 3.17 of the PD. *

C.1.2 Data

You shall deliver all data in English. All data delivered under this contract shall be submitted electronically via diskette or electronic mail in MS Office Suite and Windows 95 compatible format or when specified. We will provide electronic mail addresses during the Start of Work Meeting. Exhibits A through C contain all data requirements for Type I, II, and III Hydraulic Excavators.

C.2 MEETINGS AND REVIEWS:

C.2.1 The contractor and government will periodically have meetings and reviews during this contract's performance period, as outlined in C.2.2 below. The objectives of these meetings are to review progress, provide guidance on technical, logistics, contractual or other issues that come up during performance, as required. Before meetings, the participants shall agree upon a common agenda. At the conclusion of each meeting, we will jointly write and agree on a summary of the discussions. The summary will identify all action items assigned for both parties to accomplish, along with a completion date for each action item, and all actions requiring Contracting Officer approval. When we hold meetings at the contractor's facility, the contractor will make these things available for government use as necessary: production or other required versions of the Hydraulic Excavators needed for viewing; required technical, logistics or other documentation (including drawings, computer data bases, publications, and other required data); computer resources and administrative support, as needed.

C.2.2 The contract will require the following meetings:

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C.4.2.4 Transmission charges for the Value Added Network will be paid by the originator, be it you or us. Direct coordination between you and us will be required prior to the use of EDI. To allow this to happen, we must both sign a Trading Partner Agreement. The Trading Partner Agreement is located in the Implementation Guide. You must sign your portion of the Trading Partner Agreement and return it as a part of your proposal for the DVD contract.

C.4.2.5 We anticipate using, at minimum, the following ANSI X.12 transaction data sets. The Transaction Set number and its function are listed below:

<u>FUNCTION</u>	<u>TRANSACTION SET</u>
Invoice	810
Delivery/Purchase Order	850
Purchase Order Acknowledgment	855
Purchase Order Change	860
Purchase Order Change Acknowledgment	865
Functional Acknowledgment	997

C.4.2.6 The PCO will provide an Implementation Guide containing the Specifications for the ANSI X.12 transaction sets and the Official Trading Partner Agreement upon your written request.

C.4.2.7 You must be capable of receiving and processing DVD/EDI orders within 90 days after award of the DVD contract. You are encouraged to contact us, as soon as it is practicable, to begin the testing process which will ensure that we will both be able to transmit and receive transaction set data. Once this process is complete, you will be certified as being capable of DVD/EDI with us. More complete information in this regard is contained within the Implementation Guide referred to earlier.

C.4.2.8 The price for parts shall include the cost of the item plus the shipping charge for DVD shipments. *The price for parts shall be based on the unit price of the part plus the cost to ship to the requesting CONUS organization from a U.S. CONUS distribution site. Shipping costs from overseas manufacturers shall only be paid from the manufacturer's location to OCONUS destinations.* The planned shipping locations for the Hydraulic Excavators are shown in paragraph C.8.e.

C.4.3 The following timeframes begin upon your receipt of requisition, and represent MAXIMUM times for an item to arrive at the designated location. The locations can be within the Continental United States (CONUS) or Overseas Conus (OCONUS). These timeframes are for DVD/EDI orders only.

C.4.4 Each order placed under the DVD contract will be based on an Issue Group number and will include an Issue Priority Designator. The following tables show the required delivery schedule for each category:

ISSUE GROUP	ISSUE PRIORITY DESIGNATOR	REQUIRED DELIVERY SCHEDULE
One (Hi Pri)	01-03	3 days
Two (Routine)	04-08	7 days
Three (Low Pri)	09-15	10 days

C.4.5 In the event of deliveries occurring under a wartime or surge scenario, parts availability shall be based on the following ship times:

ISSUE GROUP	ISSUE PRIORITY DESIGNATOR	REQUIRED DELIVERY SCHEDULE
One (Hi Pri)	01-03	2 day
Two (Routine)	04-08	4 days
Three (Low Pri)	09-15	6 days

C.4.6 Each Issue Priority Designator (IPD) designates the equated combination of force/activity and urgency of need.

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C.4.7 All efforts should be made to improve on the above ship times. All DVD shipments are to be made Free on Board (FOB) Destination and to CONUS/~~OC~~ONUS locations. OCONUS shipments will be made to one of the CONUS containerization points. Actual Containerization shipping addresses will be provided on the item delivery order. Current CONUS containerization shipping addresses are:

EASTERN AREAS:

DODAAC - W25N14

XU CONSOL AND CONTAINERIZATION PT

DDSP NEW CUMBERLAND FACILITY

BUILDING CCPOINT DOOR 135 168

NEW CUMBERLAND, PA 17070-5001

Servicing:

Eastern Canada	Europe
Germany	Russia
France	Africa
Italy	Near East
Switzerland	

WESTERN AREAS:

DODAAC - W62N2A

XU DEFENSE DISTRIBUTION REGION WEST

DISTRIBUTION DEPOT SAN JOAQUIN

CONSOL AND CONTAIN PT BLDG 208

LATHROP, CA 95330-0130

Servicing:

Alaska	Hawaii
Western Canada	Parts of Mexico
Korea	Japan
Okinawa	India
Indonesia	Philippines
Australia	New Zealand
South Pacific	Far East

CENTRAL AREAS:

DODAAC = W45JXX

XU CONSOL AND CONTAINERIZATION PT

BLDG 5528

RED RIVER ARMY DEPOT

TEXARKANA, TX 75507-5000

Servicing:

Parts of Mexico
Central America
South America

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identifier characters, check digits, or embedded spaces, dashes, or other special characters. If you do use such a code, it must appear as the last bar code on the label, comply with the requirements as to symbol separation, and be clearly labeled with the text legend "Vendor Ref." For guidance see MIL-HDBK-129.

(i) Also bar code the DD Form 1387, for shipments to OCONUS locations, per paragraph 4.3 of MIL-STD-129N. However, bar coding the DD Form 1387 is not required when contractor or vendor originated shipments are destined for outside continental United States (overseas locations) and are not shipped through the Defense Transportation System (DTS).

C.4.8.4 Since items C.4.8.3(e), (f), (g), and possibly also (a), (c) and (h) above will vary from one shipment to another, you may proceed by preparing two bar-code labels: one label containing the unchanging data elements (items (b) and (d), and the other label containing the information that will vary from one delivery order to the next.

C.4.8.5 The bar-code markings on all containers shall be in accordance with paragraph 4.2.3 of MIL-STD-129N. For information and illustrations on bar code markings guidance is provided in MIL-HDBK-129. If you use multiple bar-code labels rather than a single large label to comply with this Statement of Work, you must apply them contiguously on the container, either side-by-side or stacked vertically.

C.4.8.6 You shall reimburse customers for any parts they return in serviceable, unused condition, or were damaged upon receipt. You shall also provide exchange credit to customers for any unserviceable economically repairable items, i.e. commercial core deposit. Parts may be returned due to incorrect part number, or incorrect quantity ordered or received.

C.4.9 You shall supply new, quality parts and insure 100% customer satisfaction through a parts warranty. Quality standards will be maintained through the use of the ISO 9002 quality system or equivalent standards, or certified Original Equipment Manufacturer (OEM) replacement parts. *If your normal commercial practice uses Remanufactured parts, they may be added to your parts catalog. They must be easily Identified as remanufactured parts and have different part numbers assigned versus the new parts. Appropriate price discounts shall be applied to differentiate from the new parts.* *
*
*

C.5 THE ARMY MAINTENANCE MANAGEMENT SYSTEM

You shall prepare a DA Form 2408-9, Equipment Control Records (Government furnished form) for each vehicle you deliver as an Acceptance and Registration Report. The form shall be prepared in accordance with the sample DA Form 2408-9 (Attachment C). You shall have the DCMC QAR complete blocks 22 and 23 as part of the government's final inspection. Copies will be provided by the government. After the DCMC QAR complete block 22 and 23, you shall distribute the DA Form 2408-9 as follows:

- a. Submit the control copy (copy #1) within five (5) working days to:

Director
LOGSA
ATTN: AMXLS-RRS
Redstone Arsenal, AL 35898-7466

- b. Submit National Maintenance Point (NMP) copy (copy#2) within working five days to

Commander
U.S. Army Tank-automotive and Armaments Command
ATTN: AMSTA-IM-JC
Warren, MI 48397-5000

- c. Place Log Book copy (copy #3) in a waterproof case, secured in the operator station, and shipped with each vehicle.

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prior to start of your validation; this will allow us time to attend and observe your processes.

C.7.1.5 You shall provide Hydraulic Excavators and their attachments for your validation and our verification. HYEXs shall be manufactured at your own expense and can be submitted for acceptance for future deliveries, and must fully comply with production configurations. We reserve the right to witness your validation and to combine our verification of the Supplemental Data with your validation.

C.7.2 Electronic Technical Manuals (ETMs). You shall prepare and deliver ETMs and electronic files in accordance with Exhibit N, Publication Requirements and related DD Form 1423.

C.7.3 You shall furnish unrestricted copyright releases for all commercial manuals and supplemental data. You shall ensure that we have the right to use and distribute the ETMs and electronic data files delivered under this contract.

C.7.4 You shall correct all errors found in the commercial manuals, supplemental data and ETMs, and electronic data files resulting from government reviews and verification at no additional cost to the government. *

C.8 VEHICLE HAND-OFF (CLINS, 2001AJ, 3001AH, 4001AH, 5001AJ)

You will be responsible to hand off all equipment delivered under this contract to each gaining unit. The hand off will be performed by your local dealer or entity who will also administer the vehicle warranty. The effort includes:

a. Re-assembly of the vehicle to a fully operational configuration if the vehicle is shipped with any components removed. All tools and equipment required to complete the re-assembly will be your responsibility.

b. Inventory of any material shipped with the vehicle, e.g., technical publications, special tools, initial service kits.

c. Activation of the warranty, which includes: stamping the effective date on the vehicle warranty data plate, discussing with the unit the terms and details of warranty administration; and familiarizing the unit with vehicle operation and controls so they can safely move the vehicle until full training is conducted.

d. Notifying the Contracting Officer in writing of the warranty implementation date by vehicle serial number, shipping destination, and DODAAC once the vehicle is handed off.

e. The following are the planned locations for vehicle hand-off by program year for Type I/II/III vehicles: (NOTE: It is planned that you will handoff one time at each location per program year)

Program Year 1	Type I	Type II	Type III	
Ft. Leonard Wood, MO	8	1	1	
Portland, ME	3			
Ft. Hood, TX	3			
Ft. Lewis, WA	3			
Schofield Barracks, HI	3	1	1	
Ft. Stewart, GA	3			
Ft. Indiantown Gap, PA	3	1	1	
Bossier, LA	3			
Ft. Indiantown Gap, PA		± 0	± 1	*

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Program Year 2	Type I	Type II	Type III	
Ft. Indiantown Gap, PA		0 1	1 0	*
Knoxville, TN	3	1	1	
Baton Rouge, LA	3			
Spokane, WA		1	1	
Ft. Polk, LA	3			
Ft. Carson, CO	3			
Charleston, SC	6			
Joplin, MO	1			
Ft. Leonard Wood, MO		1	1	

Program Year 3	Type I	Type II	Type III	
Joplin, MO	2	1	1	
Aurora, CO	3	1	1	
Okmulgee, OK	3	1	1	
Ceiba, Puerto Rico	3			
Manchester, NH	2			

Program Year 4	Type I	Type II	Type III	
Manchester, NH	1			
Fargo, ND	3	1	1	
Ft. Drum, NY		1	1	
Austin, TX	3	1	1	
Gulfport, MS	3			
Augusta, GA	3			
Live Oak, FL		1	1	
San Antonio, TX		1	1	
Dubuque, IA	2			

Program Year 5	Type I	Type II	Type III	
Dubuque, IA	1			
Ft. Shafter, HI	3			
Vilseck, GE	3			
Gastonia, NC	3	1	1	
Ft. Eustis, VA	3			
Aurora, IL	3			
Kingston, NY	3	1	1	
Bogalusa, LA	3			
San Juan, Puerto Rico	3			

C.9 TRANSPORTABILITY (ELIN A002) You shall prepare an initial transportability report. The report shall be structured as follows:

1. Title, TRANSPORTABILITY REPORT.
2. Contract number.
3. Contractor name and location.
4. Transportability report number and date.
5. Official nomenclature.
6. National stock number (if assigned).
7. Brief description and intended use.

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4. Paragraph 3.2.6.1.b: 2 each, chisel-shaped point teeth.

5. Paragraph 3.2.6.2.a: 2 each, pick-shaped point teeth.

6. Paragraph 3.2.6.2.b: 2 each, pick-shaped point teeth.

7. Paragraph 3.2.6.2.c: 1 each, moil point; 1 each, chisel point; ~~1 each spade point~~, and 1 each, blunt point. *
*

Provide an instruction sheet identifying which items need to be changed/serviced and when (e.g., after so many operating hours).

C.13 UNIQUE TOOLS (CLINS: Type I - 1001AE, 2001AD, 3001AD, 4001AD, and 5001AD; Type II - 1002AE, 2002AD, 3002AD, 4002AD, and 5002AD; Type III - 1003AE, 2003AD, 3003AD, 4003AD, and 5003AD)

You agree to furnish all tools at the prices listed in Exhibit G, H and J. If you fail to identify any tool with your proposal which later is determined to be required, you shall provide the tool to us at no additional cost, in the quantities required to support the vehicles in the field. The quantities will be driven by the maintenance support structure required to support the HYEX(s) in the field and by the maintenance level at which the tools are needed. Unit maintenance tools are required at the unit level maintenance. Unit maintenance tools and direct support maintenance tools are required at the direct support maintenance level. Unit, direct, and general support maintenance tools are required at the general support maintenance level. Tools to be purchased will be identified in each delivery order.

C.14 CONTRACTOR TECHNICAL ASSISTANCE (CLINS 2001AH, 3001AG, 4001AG, 5001AG)

a. You shall furnish work-days of service both within the limits of the Continental United States (CONUS) and outside the limits of the Continental United States (OCONUS).

b. You shall provide an experienced Field Service Technical Representative capable of receiving a secret security clearance. You shall provide the Contracting Officer with all required personnel data and vital statistics related to the representative for purposes of obtaining any required security clearance. The representative shall analyze, advise, make recommendations, orient, instruct and assist key government personnel in the operation, maintenance and repair of the fielded HYEX(s).

c. The PCO will designate the times, installations, activities, and area within which the services will be done. However, the PCO will not supervise or otherwise direct activities of the Field Service Technical Representatives.

d. The contract price for a work-day shall not include transportation costs, costs of subsistence, lodging, incidental expenses, and repair parts. We will pay the transportation costs at the prevailing government rate at the time we exercise this provision. We will pay the subsistence, lodging and incidental expenses in accordance with the prevailing Joint Travel Regulation (JTR) rate for the location where the service is provided.

e. Each representative shall prepare a report for each assignment covering their activities, the people they met with, the actions they accomplished, and an identification and analysis of open actions. The representative shall provide this report to the PCO within 10 days of the completion of the assignment.

f. A Work-Day of Service shall consist of the following:

1. The actual time at the location where the technical representative is performing the duties described in this clause.

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below, to train instructor and key personnel. You shall provide ~~vehicles, special~~ *
unique and common tools, parts, training aids, materials, qualified instructors, and *
facilities to conduct training. You shall target the courses for individuals who are *
instructors, operators, and mechanics. The Type I, II, and III Hydraulic Excavator *
First Article Test (FAT) vehicles shall be maintained, stored, and used as training *
vehicles for the complete period of contract performance once the FAT has been *
approved. Once the period of performance is completed, these vehicles shall be *
offered up as production vehicles and shipped accordingly. If required, *
refurbishment shall be in accordance with clause C.15. *

b. COURSES: Each course shall encompass all three types of HYEXs as a single course:

- 1 Operator and Unit Maintenance
- 2 Direct and General Support Maintenance

c. OPERATOR AND UNIT MAINTENANCE: The course shall be directed to operators covering complete operation, safety, Operator Preventive Maintenance Checks and Services (PMCS), and toward maintainers covering unit PMCS, troubleshooting, diagnosis, and repair of the HYEXs and all attachments. The course shall be no longer than 80 hours in length.

d. DIRECT AND GENERAL SUPPORT MAINTENANCE: The course shall be directed to the maintainers of the HYEX, troubleshooting, diagnosis and repair of engine, fuel, final drives, braking, electrical, hydraulics, boom, stick, ancillary systems, and all attachments. The course shall be no longer than 120 hours in length. Exhibit F describes the Unit, Direct and General Support Maintenance structures.

e. TRAINING COURSE CONTROL DOCUMENT: (ELIN A009) For each course, you shall develop a Training Course Control Document describing the course content (subject, topics, task), training material, types and duration of instruction, and resources required to conduct training in an institutional setting. The Training Course Control Document shall contain front matter, introduction, course description data, outline of instruction summary, curriculum outline of instruction, course summary and presentation schedule.

f. TRAINING MATERIALS: (ELIN A009) You shall prepare and deliver training materials with supplementation to reflect the production configurations for each type HYEX and their attachments. Training materials may consist of your commercial handbooks, in-house training materials, pamphlets, training literature, utility manuals, operational manuals, software manuals, maintenance manuals, logic diagrams, schematics, flow block diagrams, equipment description and functional data, test procedures, visual aids, guides, and any other documents suitable for use in development of training programs. You shall also develop student and instructor lesson material guides used to conduct the training course.

g. COURSE MATERIAL FORMAT/MEDIA & DELIVERIES: The materials shall be delivered in MS Office Suite and Windows 95 compatible format, 3.5 diskette or CD-ROM. Graphics shall be in one of the following digital graphic files: Computer Graphics Material (CGM), Joint Photographic Experts Group (JPG), Tag Image File Format (TIFF), GIF Format, Compuserve, raster (GIF), PC Paintbrush Format, Zsoft, raster (PCX), Standard Generalized Markup Language (SGML).

h. EXPORTABLE TRAINING MATERIALS. (ELIN A010) You shall prepare, box, and wrap separately for shipment, 6 complete sets of all training materials used to conduct the course along with one set delivered electronically as identified in paragraph g above.

i. LOCATION. You shall identify state side location(s) to conduct Operator and Unit Maintenance, and Direct and General Support Maintenance courses. A maximum of 10 students will attend each class conducted on consecutive days, weekdays only, eight (8) hours per day, beginning at 0800 hours each day. The number of training classes

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for both operator and maintainer will be identified through delivery orders. In +
coordination with you, we will set training dates and student allocations. +

j. STUDENT ATTENDANCE REPORT. Within 10 days after completion of the class, +
you shall furnish a student roster to TACOM. The roster shall include the name of the +
class, start and end date, instructor(s) name and signature, location of the
class, student name, social security number, military rank (if military), home station
address, record of daily attendance for each student, and instructor's notes. The *
social security numbers can be provided in hard copy if personal information cannot *
be sent electronically. *

1. At the end of the class, each student shall be given a class critique. We
will provide the critique sheets and you will administer them. You shall submit the
critiques to us along with the student roster.

2. At the end of the class, you shall present each with a Certificate of
Training. We will provide our certificates, however, you may also administer a
corporate certificate.

C.18 TRAINING FOR FIRST ARTICLE TESTING

You shall conduct training to support our First Article Test at Aberdeen Proving Ground
(APG), MD, for up to five (5) days. This training will be for operator, operator
maintenance and operation of the vehicle and all attachments. The training shall be
adequate to ensure government personnel will become familiar with and safely operate
the equipment. Operator's manual and training materials shall also be provided to
supplement training.

C.19 CAMOUFLAGE LINE ART DRAWING (ELIN A007)

You shall electronically provide line art drawings for the Type I/II/III vehicles
within 180 days after issuance of the first delivery order. The scale shall be 1/8
inch equals one (1) foot. You shall prepare separate data depicting the following
views:

- a. front
- b. back
- c. right side
- d. left side
- e. top

All camouflage line art data shall include length, width, and height dimensions
relative to each other and shall be detailed to the extent that all surface features of
the item that cover one square inch or more of area are clearly delineated to scale.
The lower right hand corner of each drawing shall contain the following information:

- a. nomenclature of the item depicted
- b. view depicted
- c. contract number

C.20 ENVIRONMENTAL, SAFETY AND ENERGY STANDARDS AND REGULATIONS

C.20.1 For purposes of this clause, the term "requirements" means all state and *
federal vehicle emission, fuel economy, safety, and noise requirements and *
standards that apply to Hydraulic Excavators described in this contract. If individual
state requirements are more stringent than the federal requirements, the state
requirements shall apply.

C.20.2 The contract prices provided in your offer shall include your compliance with*
all requirements that, as of the date for receipt of final proposals in response to
this solicitation, are in effect or scheduled to go into effect during the term of the
contract.

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CONTRACT CLAUSES AND CONDITIONS

1. INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS.....52.232-30....(OCT 1995)
 2. F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE.....52.242-10....(APR 1984)
 3. COMMERCIAL BILL OF LADING NOTATIONS
the notation set forth in paragraph (a) of the clause applies in this contract. The agency name in line one of the notation shall read: US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND.....52.247-1.....(APR 1984)
 4. F.O.B. ORIGIN.....52.247-29....(JUN 1988)
 - *5. F.O.B. DESTINATION.....52.247-34....(NOV 1991)
 - *6. F.O.B. DESTINATION-EVIDENCE OF SHIPMENT.....52.247-48....(JUL 1995)
 - *7. DIVERSION OF SHIPMENTS UNDER F.O.B DESTINATION CONTRACTS..52.247-54....(MAR 1989)
 8. LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS...52.247-58....(APR 1984)
 9. F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS.....52.247-59....(APR 1984)
 10. APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS.....252.242-7003.(DEC 1991)
 11. GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS).....52.245-2.....(DEC 1989)
 - 11a. WARRANTY OF DATA.....252.246-7001..(DEC 1991)+
- *Applies only to those CLINs and ELINs identified in Section B, Schedule of Supplies/Services as being FOB Destination.

12. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS COMMERCIAL ITEMS
52.212-5 (AUG 1996)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: "(1), (2), (3), (4), (6), (7), (8), and (9) - the other subparagraphs in this paragraph (b) do not apply to this acquisition."

- ____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____ (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- ____ (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637(d)(2) and (3)).
- ____ (4) 52.219-9, Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- ____ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- ____ (6) 52.222-26, Equal Opportunity (E.O. 11246).
- ____ (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- ____ (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- ____ (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

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(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1,975 days.

(End of clause)

15. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS
252.212-7001 (FEB 1997)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea. which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components. (The Contracting Officer has determined that subparagraphs (1), (5), (6 - 1%), (7a), (8), (9), (10), (11a), (12), (18), ~~(20)~~ and * (23) do apply to this RFP. The other subparagraphs in this paragraph (b) do not apply. Subparagraph (22) does not apply at present, but may apply when the contract is awarded.

- (1) 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416)
- (2) 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- (3) 252.219-7001 Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns.
- (3a) 252.219-7001 Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns (Alternate I) (Section 9004, Pub L. 101-165 (10 U.S.C. 2301) (repealed) note)).
- (4) 252.219-7002 Notice of Small Disadvantaged Business Set-Aside
- (4a) 252.219-7002 Notice of Small Disadvantaged Business Set-Aside (Alternate I) (15 U.S.C. 644).
- (5) 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DOD Contracts) (15 U.S.C. 637).
- (6) 252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions
- (6a) 252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institution (Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).
- (7) 252.219-7006 Notice of Evaluation Preference for Small Disadvantaged Business Concerns
- (7a) 252.219-7006 Notice of Evaluation Preference for Small Disadvantaged Business Concerns (Alternate I) (15 U.S.C. 644).
- (8) 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10, E.O. 10582).
- (9) 252.225-7007 Trade Agreements (10 U.S.C. 2501-2582).
- (10) 252.225-7012 Preference for Certain Domestic Commodities.
- (11) 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).

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- (11a) 252.225-7014 Preference for Domestic Specialty Metals - Alternate I
- (12) 252.225-7015 Preference for Domestic Hand or Measuring Tools
(10 U.S.C. 2241 note).
- (13) 252.225-7017 Preference for United States and Canadian Valves and
Machine Tools (10 U.S.C. 2534(c)(2)).
- (14) 252.225-7027 Limitation on Sales Commissions and Fees (12 U.S.C. 2779).
- (15) 252.225-7028 Exclusionary Policies and Practices of Foreign Governments
(22 U.S.C. 2755).
- (16) 252.225-7029 Restriction on Acquisition of Air Circuit Breakers
(10 U.S.C. 2534(a)(3)).
- (17) 252.225-7036 North American Free Trade Agreement Implementation Act.
- (18) 252.227-7015 Technical Data-Commercial Items (10 U.S.C. 2320).
- (19) 252.227-7037 Validation of Restrictive Markings on Technical Data
(10 U.S.C. 2321).
- ~~(20) 252.233-7000 Certification of Claims and Requests for Adjustment or
Relief (10 U.S.C. 2410).~~ *
- (21) 252.242-7002 Submission of Commercial Freight Bills for Audit (31
U.S.C. 3726).
- (22) 252.247-7024 Notification of Transportation of Supplies by Sea (10
U.S.C. 2631).
- (23) 252.249-7001 Notification of Substantial Impact on Employment
(10 U.S.C. 2501 note)..

(c) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

16. CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS
52.212-4

(MAY 1997)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of non-conforming supplies or re-performance of non-conforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final pending final resolution of any dispute arising under the contract.

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17. MATERIAL INSPECTION AND RECEIVING REPORT
252.246-7000

(DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, MATERIAL INSPECTION AND RECEIVING REPORT, of the Defense FAR Supplement.

(End of clause)

Note that the Purchasing Office and Army Inventory Control Manager copies, of the DD Form 250, as listed in tables 1 and 2 of DFARS Appendix F, must both be sent to the following address:

US Army Tank-Automotive and Armaments Command
Acquisition Center -- ATTN: AMSTA-AQ-SBB
Warren, MI 48397-5000

*

18. SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC) ON METALLIC SURFACES
52.211-4030

(SEP 1997)

- (a) Application: MIL-C-46168
MIL-C-53039

(b) End-Item Paint Inspection: After the complete paint finish has been applied and cured* (See *Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thickness for individual elements of the paint finish as specified in Table I herein. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

1. Directly adjacent to a weld
2. On or directly adjacent to a machine cut or sheared edge.
3. On any mechanically formed surface when lubricants/drawing compounds were used.
4. On paint touch-up areas.

(c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

(d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in Table I herein.

*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon

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E.5 GOVERNMENT FIRST ARTICLE TESTING

a. After successful completion of your inspections and certifications, you shall deliver the three HYEXs to Aberdeen Test Center (ATC), Aberdeen Proving Ground (APG), Transportation Office, Building 507, Aberdeen Proving Ground, MD 21005-5059, for our FAT. Shipment to and from our test site and your training facility (see clause C.17.a) shall be your responsibility and expense. *

b. Our FAT will be in accordance with paragraph 4.2, Table 1, Test and Inspection Schedule, column 2, of PD 3805-2204.

c. Within 150 calendar days after we receive the first article vehicles, the Contracting Officer shall notify you, in writing, of the conditional approval, approval, or disapproval of the first article test. The notice of conditional approval or disapproval shall not relieve you from complying with all requirements of the specification and all other terms and conditions of the contract. A notice of conditional approval shall state further actions required by you. A notice of disapproval shall identify reasons for the disapproval.

d. If the first article testing is disapproved, you shall make all necessary changes or select additional vehicle(s) for testing. All costs related to these tests are to be borne by you, including any and all costs for additional testing following disapproval. We reserve the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional cost to us related to these tests.

e. Before the first article test approval, the acquisition of any materials or components for the commencement of production or the balance of the contract quantity is the sole risk of you. Before first article test approval, the costs shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the government.

f. You shall produce both the first article test vehicles and production vehicles using the same production processes at the same facility(s).

g. If required, after completion of government FAT, the vehicles shall be refurbished in accordance with clause C.15, Vehicle Refurbishment.

E.6 CONTRACTOR SUPPORT OF GOVERNMENT FIRST ARTICLE TESTING (FAT)

a. You shall have available the following for use during the government portion of FAT:

1. Commercial operator, maintenance, and repair parts manuals.
2. Training to support our FAT shall be in accordance with C.18. Training will commence within 10 days after vehicles arrive at our test site.
3. Qualified technical personnel to support our testing on an "as needed" basis to provide advice, troubleshooting, maintenance assistance, and repair of the vehicle when requested by the government. You must be at the test site within 24 hours of notification by us and without any additional cost to us.

b. No later than 45 days prior to the start of test, you shall provide the Contracting Officer a list and description of all common tools, calibration and instrumentation equipment, and shop facilities needed at the test site to perform all maintenance on the first article test vehicles during test. You will provide any unique tools as required.

c. You shall provide a replacement for any part or item that fails to perform its function during the test within 24 hours of notification. If you do not provide parts or deficiency correction within 24 hours, the Contracting Officer has the right to stop

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(a) Enter your company Commercial and Government Entity (CAGE) code in the spaces provided below.

(b) If you don't have a CAGE code for your specific company name and address, enter "NONE" in the space below and the Contracting Officer will request one for you in the event you are awarded a contract as a result of this solicitation.

(Offeror's CAGE code:)

29. OFFEROR'S DATAFAX NUMBER AND E-MAIL ADDRESS
TACOM

(NOV 1996)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

30. UNIQUE PAYMENT SITE
TACOM

(OCT 1996)

(a) If you receive this contract award, and want contractual payment sent to a mailing address different from the corporate or business address shown on the face of your bid or proposal, please fill in the payment address we should use.

(b) Unless you indicate a separate payment address immediately below, the Government will make payment under the resulting contract ONLY to the mailing address shown on the face page of the contract.

(Payment Site:)

30a. BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE *
DFARS 252.225-7006 (JUN 1997) *

(a) Definitions *

"Caribbean Basin country end product," "designated country end product," *
"domestic end product," "NAFTA country end product," "nondesignated country end *
product," "qualifying country end product." And "U.S. made end product" have the *
meanings given in the Trade Agreements and the Buy American Act and Balance of *
Payments Program clauses of this solicitation. *

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(b) Evaluation.

Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product (as defined in the Buy American Act and Balance of Payments Program clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify and certify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as "U.S. made end products" but do not meet the definition of "domestic end product":

(insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

(insert line item number) (insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

(insert line item number) (insert country of origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(insert line item number) (insert country of origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(insert line item number) (insert country of origin)

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(vi) The Offeror certifies that the following supplies are other
nondesignated country end products:

*
*

(insert line item number) (insert country of origin)

*
*

(End of Provision)

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h. Discuss your approach and plans for meeting the requirement for vehicle hand-off in paragraph C.8, including the extent to which you presently offer similar support to your commercial customers, what changes you must make to meet our specific requirements and any other information which demonstrates your ability to successfully perform that effort.

L.3.1.2 FACTOR 2: Warranty. Provide a written copy of your warranty and any applicable pass through warranties. This warranty will be incorporated into the resultant contract. A discussion of the warranty shall not be a part of your oral presentation.

L.3.2 ELEMENT 2: Manuals

All manual information shall be submitted in writing; do not address manuals in your oral presentation. Provide three complete sets of your existing commercial manuals for each of the vehicle configurations being procured. *Because the Type I and Type II * vehicles are required to be the same base model (PD paragraph 1.2.1), you may submit* three copies of two sets of manuals, one supporting the Type I and Type II, and the * second set supporting the Type III. You shall also provide any additional data * regarding the attachments for each vehicle type. You must clearly describe the * intended differences in the separate Type I and Type II manuals to be delivered * under the contract. Your labor estimates and rationale must support the * differences. If you do not have separate operator, maintenance & parts manual(s), * submit combination manual(s) (i.e., operation and maintenance, maintenance and parts list or any combination of the three). The manual sets shall consist of existing data (component manuals, volumes, folders, inserts, specification sheets and other documents including vendor data) available that accurately reflects the configuration and supports the operation, maintenance and parts information to include repair of vendor components, assemblies and subassemblies.*

Provide a separate list for each HYEX configuration and their attachments, Type I, Type II and Type III, all components, assemblies and subassemblies (including vendor's) that are not addressed in your manuals submitted. Key your list to identify whether the information is missing operator, maintenance or parts data.

Specifically state your ability to meet the delivery requirements. Include unrestricted copyright releases and a milestone schedule for all data furnished.

Briefly but succinctly describe how you will meet contract requirements and integrate quality assurance into our requirements, addressing at least the following:

a. Description of management controls and processes, facilities and equipment used for development and hands-on validation of supplemental data, production and handling of commercial manual final reproducible copy and the development of the ETMs.

b. Identification of the types of computer hardware and software used to produce the commercial manuals final reproducible copy, supplemental data and ETMs under this contract. Clearly describe your current capabilities to meet ETMs requirement and your plans to meet this requirement if you currently can't.

c. If you plan on contracting any or all of the publication effort, identify what portion and how you will manage the process and product(s) under such a contract.

Publications Labor and Workhour Estimates (PL&WE): You shall provide PL&WE's for supplemental data and Electronic Technical Manuals (ETMs) in response to our publication requirements described in Section C and Attachment Publications Requirements. Provide one estimate for the supplemental data and ETMs for each vehicle, Type I, Type II and Type III (result = three separate estimates). Use the instructions and format that follow:

a. The format for the estimates shall be as shown in Figure 1.

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b. The estimate is a breakdown of labor categories and associated work hour data by page. +

* For supplemental data, there are only new pages. +

* The total number of existing commercial manual pages and supplemental data pages comprise the ETMs page count. +

c. The data shall be entered as follows:

SYSTEM - As part of your model designator specifically. Identify as Type I or Type II or Type III.

OFFEROR - the offeror's name.

COMMERCIAL MANUAL PAGES - the number of existing commercial manual pages furnished/expected to be delivered; include operator, maintenance and parts pages.

NUMBER OF NEW PAGES - the estimated pages to be prepared as supplemental data based on requirements in C.7.

NUMBER OF ETM PAGES - the total of commercial manual pages and new pages.

LABOR CATEGORY - types of direct labor required to produce the pages delivered.

HOURS - For supplemental data, the number of hours for new page preparation. For ETMs the number of hours required to produce the ETMs based on your estimated actions, level of effort on the commercial manual pages and new pages.

TOTAL DIRECT LABOR - Total estimated number of hours is total direct labor.

The PL&WE shall include all preparation and handling requirements such as: source data evaluation, technical writing, illustrating efforts, word processing and editing, page makeup, reproduction assembly, quality assurance to include validation and verification support and In-Process Reviews support and specific action to produce ETMs such as scanning and linking.

For categories such as administration, supervision, and management, you may proportionately distribute the hours for these labor categories. In some, such as illustration, one piece of art may be used in more than one manual or pieces of art (derived from a larger drawing) may be used in one or multiple manuals. In these cases, or any other case in which you can provide a brief rationale, hours annotated as best estimate will be acceptable. The rationale for estimating shall be provided on plain bond and attached to the proposal. As relates to ETMs effort, identify which category is used for scanning (or keystroking) and linking. Quality Assurance (QA) category should include validation and other process or product evaluations/tests.

L.3.3 ELEMENT 3: Unique Tools.

All information relating to this element shall be provided in writing; do not address this element in your oral presentation. Using the format below, you shall provide a list of all tools required to support the vehicles and their components (including vendor supplied components). Provide as much information as possible on each required tool. For each required tool, identify an equivalent in the Supply Catalogs (SCs) furnished on CD-ROMs, and provide cross-reference to the SC in the appropriate block. Those tools which have no equivalent shall be considered unique tools. The price for each unique tool shall be provided. A separate list shall be provided for each vehicle configuration to include a price for each of the five ordering years. Explain the process you went through to identify all of the items on your list. *

*Page changed by Amendment 0002

+Moved from previous page by Amendment 0002

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Unique Tool List

Nomenclature	Manufacturer/ Vendor	Manufacturer/ Vendor P/N	Military Equivalent	SC number and page	Price

*
*

Prior to any award of a contract we will extract from these lists you provide the nomenclature, manufacturer/vendor, part number and unit price for each of the five years of each unique tool by vehicle type. These lists will be incorporated into the contract as Exhibits G, H and J. You will include the total price per set at the appropriate CLINs on the schedule pages.

NOTE: Per paragraph C.13, you must provide at no cost any unique tool you fail to identify in your proposal which is later determined to be required.

L.4 AREA 2: TECHNICAL

L.4.1 ELEMENT 1: Type I/II - Bucket And Stick Force.

All information on this element will be submitted in writing. Provide bucket and stick force by answering TIP questions 16 and 17.

L.4.2 ELEMENT 2: Type III - Bucket And Stick Force.

All information on this element will be submitted in writing. Provide bucket and stick force by answering TIP questions 11 and 12.

L.4.3 ELEMENT 3: Rock Drill Integration.

The following technical element shall be addressed in your oral presentation. Describe how you will minimize the risks involved with installing the rock drill onto the Type II HYEX. Your description should cover issues such as: critical installation procedures, drill control panel location and operation, procedures you used in selecting a "qualified" installation subcontractor (if you are not doing the work yourself), how you will manage the quality and schedule performance of your subcontractor.

L.4.4 ELEMENT 4: Maintainability.

All information relating to this element shall be in writing; do not address this element in your oral presentation. Fill out SAE J817/2 in its entirety for each* the Type I/III Hydraulic Excavator offered. We reserve the right to verify the* information you provide on the completed SAE form. Provide the address of two* locations (preferably dealers), as close to Detroit, MI as possible, who have the hydraulic excavator models you propose. The dealers or owners you list must allow the government access to the vehicles for verification of the information you provide on the SAE. Describe your current diagnostic and fault isolation capabilities on the models you are offering to facilitate the ease of serviceability and maintenance. We may use information in your commercial manuals to assess this element.

L.5 AREA 3: PRICE.

All information relating to this area shall be provided in writing; do not address this area in your oral presentation. All price information should include the basis for establishing the proposed prices, including any offered discounts. This includes established catalogs, price lists, schedules or other verifiable and established records that are regularly maintained by the manufacturer or vendor, and are published or otherwise available for customer inspection. The basis for pricing

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each of the government unique requirements, as identified in the purchase description, shall be described separately. This will help us confirm that the full scope of these requirements has been communicated and is understood and realistically priced, reducing risk to both the contractor and the government.

L.6 AREA 4: PAST PERFORMANCE/SMALL BUSINESS PARTICIPATION.

All information relating to this area shall be provided in writing; do not address this area in your oral presentation.

L.6.1 ELEMENT 1: Past Performance.

a. You shall provide information for your recent, relevant contracts and those of your proposed major subcontractors. Definitions of "recent" and "relevant" are listed below.

1. Recent contracts are those with any performance taking place approximately within the three years previous to the date this solicitation was issued.

2. Relevant contracts are those which are similar in scope to the requirements of this solicitation. Each past contract does not have to meet all of the criteria below to be considered relevant, but interested especially in those contracts that included:

- a) Similar hydraulic excavator technology (tracked or wheeled)
- b) Military unique or custom work for commercial customers
- c) Volume production
- d) Manuals, both commercial and military
- e) New Equipment Training

b. For each of your recent relevant past contracts you should provide the following information:

1. Information reflected in the past performance chart provided in Exhibit R ~~with the executive summary~~. You should provide as much information as possible for each contract. *

2. Description of scope of work requirements and a discussion of similarities between the contract scope and the scope of this solicitation, including how well the contract meets each of the relevancy criteria listed paragraph a.2. above. *

3. Description of objectives achieved to date on the contract. Include an explanation of instances where technical or schedule requirements were not met, and any corrective actions taken to avoid such problems in the future. *

c. Subcontractor's past contracts: If you propose to accomplish a substantial portion of the effort by using subcontractors, you should provide information listed in paragraph b above about your subcontractors' past contracts. Your subcontractors have to provide their consent for us to disclose this past performance information to you. * Your proposal shall include a copy of your subcontractors' consent. *

d. Cancellations and termination's: Identify any recent contracts, which have been terminated, or canceled for any reason, in whole or in part. Include prime contracts, contracts under which you were a subcontractor, and any of your subcontractors' contracts. You shall provide the information requested in paragraphs b and c above for any of these contracts. You shall also state in your proposal if there were no cancellations or termination's.

e. Corporate entities: You shall identify the specific corporate entities/divisions that performed each contract listed under paragraphs b and c above, and to what extent those entities will perform this effort. If those entities have

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2. Maintenance and servicing instructions including:

Cleaning and lubricating; inspection; disassembly, repair, replacement, re-assembly; preparation for storage/shipment; troubleshooting. i.e. symptoms, fault isolation, restoration.

3. Readability/usability including:

Logical arrangement of content that allows reader to quickly locate problem solutions; illustrations clear, labeled and located with supporting text, same page or facing; English language manuals written using the simplest word and syntax to convey intended meaning.

4. Parts list including:

Extent of coverage of all parts supporting the equipment; the part's relationship and location identified with illustrations; part numbers and nomenclatures listed and key numbered to corresponding numbered keyline in illustration; illustrations in perspective view, exploded, with locator art when necessary; parts grouped by assemblies with the parts identified to the assembly of which they are a component.

5. Safety precautions including:

Presence of safety precautions regarding hazards that may occur during operation or maintenance of the equipment; extent that warnings and cautions will appear inside of the front cover and on following pages as appropriate.

6. Repair Data including:

Disassembly/removing, diagnosing/inspecting, replacing/installing, adjusting/testing for all systems and components.

M.3.3 ELEMENT 3: Unique Tools

We desire minimal number of unique tools. Any increase in the number of unique items creates an increased burden on the Army's logistics system.

M.4 AREA 2: TECHNICAL

Within the Technical area, the element called Type I/II Bucket and Stick Force is significantly more important than the element called Type III Bucket and Stick Force. The Type III Bucket and Stick Force is more important than the element called Rock Drill Integration. The Rock Drill Integration is more important than the element called Maintainability.

M.4.1 ELEMENT 1: Type I/II Bucket and Stick Force. We desire the Type I/II HYEXs to be the heaviest excavator, with the highest digging forces (bucket and stick) that does not exceed a transport height of 10' - 2" or 122 inches. *

M.4.2 ELEMENT 2: Type III Bucket and Stick Force. We desire the Type III HYEX to be the heaviest excavator, with the highest digging forces (bucket and stick) that does not exceed an operating weight of 75,000 lbs.

M.4.3 ELEMENT 3: Rock Drill Integration. We will assess the risk involved with the integration of the rock drill onto the Type II HYEX.

M.4.5 ELEMENT 4: Maintainability. We will assess your design to easily and safely service and maintain the vehicle and minimize cost of ownership.